



# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission ("Commission"), Agency Code 120, and the following contractor:

A.B. Hirschfeld Press, Inc  
5200 Smith Road  
Denver CO 80216-4553

\_\_\_\_\_  
CONTRACT NUMBER

<u>Dale K. Reiman</u> Contact Person	<u>(303)-320-8500</u> Phone Number	<u>dreiman@abhpress.com</u> E-mail Address
<u>84-0376759</u> Federal ID#	<u>34166I</u> Vendor Number	<u>96674000000</u> Commodity Code(s)

LEGAL STATUS OF CONTRACTOR: For-Profit Corporation

2. GENERAL PURPOSE OF CONTRACT: Production, printing, and mailing/shipping of tax-related books and tax guides.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid #NO5506, Requisition #120 5PR00000002, FY2005.
4. CONTRACT PERIOD: Effective date:08/01/05 Termination date: 07/31/08 unless terminated early or extended in accordance with the terms of this contract. Renewal Options: 2 1-year.
5. CONTRACT COSTS: CONTRACTOR may be paid a maximum of: \$999,999.00 for costs authorized by this contract.
6. ATTACHMENT A: State of Utah, Standard Terms and Conditions.  
ATTACHMENT B: The Request for Proposals issued under bid# NO5506.  
ATTACHMENT C: Contractor-submitted pricing..
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- A. All other government laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
  - B. Utah State Procurement Code and Procurement Rules.
  - C. Contractor's Technical Proposal submitted in response to bid NO5506 dated 07/26/04 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

## CONTRACTOR

## STATE OF UTAH

\_\_\_\_\_  
Contractor's Signature Date

\_\_\_\_\_  
Division Director Date

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Agency Budget Officer Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Purchasing Agent Date

\_\_\_\_\_  
Rodney G. Marrelli, Executive Director Date

\_\_\_\_\_  
Director, Division of Purchasing Date

Michael G Rigby 801-297-3874  
Agency Contact Person Telephone Number

\_\_\_\_\_  
Division of Finance Date

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:  
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

## ATTACHMENT B

### UTAH STATE TAX COMMISSION CONTRACT STANDARD TERMS AND CONDITIONS

In addition to the State of Utah “Standard Terms and Conditions” (Attachment A) offerors must, by submission of a proposal, agree to the specific terms and conditions of the Utah State Tax Commission to be considered for any contract award. The terms and conditions contained herein shall be made apart thereof any contract awarded on behalf of the Utah State Tax Commission.

1. **Contract Composition.** The composition of the contract resultant from any competitive procurement process, and others as may be determined, shall include: a) the contract and any amendments to the contract; b) the Request for Proposals (RFP), inclusive of all addenda, attachments, and exhibits, or other applicable procurement documents; c) the awarded contractor’s proposal or bid; d) all requirements of Utah Code Annotated, the Utah procurement Rules, and the State Purchasing Policies and Procedure guidelines.
2. **Contract Interpretation.** Notwithstanding the provisions of section 18 of these terms and conditions, the order presented in section 1 above shall govern in cases of dispute. In the event of any conflict in the language among any components of the contract, the RFP shall govern. The Utah State Tax Commission reserves the right to clarify any contractual relationship in writing and such clarifications will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of the Utah State Tax Commission.
3. **Entire Agreement.** The contract in the incorporated composite form represents the entire agreement between the contractor and the Utah State Tax Commission, and it supercedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.
4. **Contract Term.** The contract shall begin on the date it is signed by the duly authorized representative of the Utah State Tax Commission and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The base contract shall be for a period of no more than three years with two one-year renewal options as may be exercised at the discretion of the Utah State Tax Commission.
5. **Change Orders and Modifications.** The Utah State Tax Commission Contract Officer may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Utah State Tax Commission and the contractor shall be made in the contract price or delivery schedule or both. Any claim by the contractor for equitable adjustment under this provision must be asserted in writing to the Utah State Tax Commission within fifteen calendar days from the date of receipt by the contractor of the notification. Failure to agree to any adjustment shall be considered a dispute within the meaning of the disputes provision of the contract. Nothing contained herein this clause shall in any manner excuse the contractor from proceeding diligently with the contract as changed or modified.
6. **Notice of Change.** In the event, at any time during the course of this contract, the Contractor recognizes the need or becomes aware of the need to modify the conditions of this contract, either in scope or cost, the Contractor shall immediately notify the Contract Officer of such need and provide written documentation supporting the need and such documentation shall be in sufficient detail for the Contractor Officer to determine the validity and merit of a change to the contract.
7. **Contract Administration.** The Contractor recognizes that the only individual(s) authorized to bind the Utah State Tax Commission to any modification in the scope of work, schedules, increased costs, or other modifications to the contract are the Executive Director, the Contract Officer, and the Purchasing Agents. The Utah State Tax Commission shall not be obligated to the Contractor for any costs incurred by the Contractor for modifications to the contract without the prior written approval of the authorized Utah State Tax Commission staff.
8. **Right to Suspend.** If at any time during the contract, the Contract Officer of the Utah State Tax Commission determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the contractor with a written notice to that effect. The contract, shall immediately upon receipt of such notice, cease all work covered under the contract as directed in the notice for the period of time specified in the notice.
9. **Ownership of Information.** The Utah State Tax Commission shall own and retain unlimited rights to use, disclose, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented, stored, or furnished by the contractor under the contract. The contractor expressly agrees not to use data furnished by the Utah State Tax Commission for independent projects without the prior written permission from the State. In all cases, the provision of Section 35 of these Terms and Conditions shall apply.
10. **Inspection Prior to and During Production/Performance.** The State of Utah, Utah State Tax Commission, Department of Administrative Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the contractor’s premises or such other places where responsibilities under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The contractor and all subcontractors must provide reasonable access to all facilities, production equipment, all records relating to the contract, and assistance to the State representatives.
11. **Warranty of Products/Services.** Notwithstanding prior acceptance by the Utah State Tax Commission of a contractor deliverable, the contractor shall expressly warrant that all delivered products, documentation, and services are compliant with the terms of this agreement. The contractor must correct all errors and design deficiencies and replace incorrect or defective documentation. Such corrections and/or replacements must occur within the time frame specified in the notice from the Utah State Tax Commission to the contractor of such deficiencies or within such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Utah State Tax Commission and the contractor. If the contractor fails to repair an identified error, deficiency, or defect within such period,

- the Utah State Tax Commission may, at its sole discretion, act to repair, and the contractor expressly agrees to reimburse the Utah State Tax Commission for all costs incurred thereby. Nothing in this provision implies any relief from the imposition of damages for associated deficiencies by the Utah State Tax Commission on the contractor during the life of the contract and for any warranty period.
12. **Subcontracts.** Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the contractor wherein the contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontractors shall require the prior written approval of the Utah State Tax Commission.
  13. **Assignment.** The contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract to change in ownership.
  14. **Performance Bond.** A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of \$50,000.00 conditioned upon the prompt, proper, and efficient performance of the contract may be required at the time of contract execution.
  15. **Financial Accounting.** The contractor shall be charged with presumptive knowledge of the policies and requirements set forth in State of Utah Administrative Rule §R33-3-8 concerning cost or pricing data and analysis including and specifically §R33-3-808.
  16. **Conformance with State Regulations.** The contractor shall be required to conform to all State laws, rules, and policies as they exist or as may be amended from time to time. In the event that the contractor may request the Utah State Tax Commission to issue policy determinations or operating guidelines required for proper performance of the contract, the Utah State Tax Commission shall do so in a timely manner, and the contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.
  17. **Waiver.** No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.
  18. **Disputes.** Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Utah State Tax Commission Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Contract Officer shall be final and conclusive unless within five working days from the date of receipt of such copy the contractor mails or otherwise furnishes to the State of Utah, Chief Procurement Officer, a written appeal addressed to the Office of the Chief Procurement Officer, Division of Purchasing, Department of Administrative Services, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114. The appeals process and remedies shall be governed in accordance with Utah Code Annotated §63-56-46 - 63-56-64. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision.
  19. **Jurisdiction.** The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Utah State Tax Commission is a party, arising out of or on account of the contract or the relationship of the parties must be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontracts of the contractor relating to the work performed under this contract must contain this or a similar provision.
  20. **Contract Administration.** The contract shall be administered for the State by the Utah State Tax Commission. The Executive Director or his designee shall be the final authority to act for the Utah State Tax Commission under the contract, including resolution of contractual matters. Any direction by the Executive Director or designee shall be binding on the contractor. Whenever the Utah State Tax Commission is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the Executive Director or designee. The Executive Director or designee shall approve all amendments and changes and all invoices for payment to the contractor, sign all notices regarding performance and potential damages issued throughout the life of the contract, and sign all other documents requiring formal approval by the Utah State Tax Commission. For purposes of this contract, the Contract Officer shall act as the designee.
  21. **Notices.** Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery if delivered by hand or three days after posting if sent by registered or certified-mail, return receipt requested. Notices to the Utah State Tax Commission shall be addressed as follows: Mr. Paul F. Mash, Contract Officer, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.
  22. **Award of Related Contracts.** The Utah State Tax Commission may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The contractor shall be bound and obligated to cooperate fully with such other contractors and the Utah State Tax Commission in all cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
  23. **Patent or Copyright Infringement.** The contractor, at its expense, will defend any claim or suit which may be brought against the State of Utah or the Utah State Tax Commission for the infringement of United States patents or copyrights arising from the contractor's use of the Utah State Tax Commission's use of any equipment, materials, software, products, or information prepared or developed in connection with the performance of the contract in any suit, will satisfy any final judgement for such infringement whether it is resolved by settlement or judgement. If principles of governmental or public law are involved, the State of Utah and/or the Utah State Tax Commission may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractors with the contractor's written consent. If, in the contractor's opinion, the equipment, materials, or information mentioned in the preceding paragraphs

are likely to or become the subject of a claim of infringement, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Utah State Tax Commission's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Utah State Tax Commission to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Utah State Tax Commission must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The contractor shall, in any such suit, satisfy any damages for infringement assessed against the State of Utah, the Utah State Tax Commission, its divisions, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgement.

24. **Federal, State, and Local Taxes.** In addition to the provision of section 13 of the State of Utah Standard Terms and Conditions the contractor shall be responsible to pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Utah State Tax Commission makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the contractor.
25. **Publicity.** Any publicity given to the Utah State Tax Commission and/or the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the contractor shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission.
26. **Termination of the Contract for Default.** The contract may be terminated by the Utah State Tax Commission subject to the provisions of the contract for contractor default, convenience of the State of Utah, unavailability of funds, and contractor financial instability. A. Termination for Default - The State may terminate this contract in whole, or in part, whenever the Utah State Tax Commission determines that the contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Contract Officer, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as A Termination for Default. Upon determination by the Utah State Tax Commission that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contract Officer shall notify the contractor of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the Contract Officer will notify the contractor that the contract in full or in part has been terminated for default. If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly. In the event of termination for default, in full or in part as provided by this clause, the Utah State Tax Commission may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred by the Utah State Tax Commission in procuring such similar services. Payment for such costs may be assessed against the contractor's performance bond. In the event of termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the State. Payments for completed deliverables, delivered to and approved by the Utah State Tax Commission shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Utah State Tax Commission shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
27. **Termination of the Contract for Convenience.** The State may terminate performance of work under the contract in whole or in part whenever for any reason the Utah State Tax Commission shall determine that such termination is in the best interest of the State of Utah. In the event that the Utah State Tax Commission elects to terminate the contract pursuant to this provision, the Contract Officer shall notify the contractor of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the contractor shall comply with all specified provisions of the termination notice. Upon receipt of notice of termination for convenience, the contractor shall be paid the following: a) at the contract price(s) for completed deliverables delivered to and accepted by the Utah State Tax Commission for which they have not previously been paid, taking into consideration any assessed damages; b) at a reasonable price negotiated between the contractor and the Utah State Tax Commission for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.
28. **Termination of the Contract for Unavailability of Funds.** It is understood and agreed by the parties hereto that all obligations of the Utah State Tax Commission, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Utah State Tax Commission be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Contract Officer shall notify the contractor of such reduction of funds available and the Utah State Tax Commission shall be entitled to reduce the Utah State Tax Commission's commitment hereunder or to terminate the contract as it deems necessary.
29. **Termination of the Contract for Financial Instability.** In the event that the contractor becomes financially unstable to the point of threatening the ability of the Utah State Tax Commission to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract. In the event the Utah State Tax Commission elects to terminate the contract under this provision, it shall do so by the Contract Officer sending notice of termination to the contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall

immediately so advise the Utah State Tax Commission. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

30. **Procedure on Termination.** Upon delivery by certified mail to the contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall: a) stop work under the contract on the date specified and to the extent specified in the Notice of Termination; b) place no further orders or subcontracts for materials, paper, services, or facilities; c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; d) assign to the State in the manner and to the extent directed by the Contract Officer all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right. In its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; e) complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; f) take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor, and in which the Utah State Tax Commission has or may acquire an interest. The contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
31. **Termination Claims.** After receipt of a Notice of Termination, the contractor shall submit to the Contract Officer any termination claim in the form and with the certification prescribed by the Contract Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Contract Officer within such six month period or authorized extension thereof. However, if the Contract Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six month period or any extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the Contract Officer may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon cause to be paid to the contractor the amount so determined. In no case shall the contractor's termination claims include any claim for unrealized anticipatory profits. Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the contractor and the Utah State Tax Commission may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly. In the event of the failure of the contractor and the Utah State Tax Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the Contract Officer shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall cause to be paid to the contractor the amount so determined. The contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Utah State Tax Commission.
32. **Warranty Against Brokers' Fees.** The contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure this contract. The contractor shall further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage, brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Utah State Tax Commission shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise received the full amount of such fee, commission, percentage, brokerage fee, emolument, gifts, or contingent fees.
33. **Damages.** Liquidated Damages – The purpose of liquidated damages is to ensure adherence to the performance requirements contained in the RFP and the contract. No punitive intent is inherent. It is agreed by the Contractor that, in the event of a failure to meet the performance requirements contained in the contract documents, damage shall be sustained by the State and that it will be impractical and extremely difficult to ascertain and determine actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State for such failures at the sole discretion of the State according to the conditions set forth in the Notice (ref. §20 & 21). Consequential Damages - It is agreed by the Contractor that, in the event of a failure to meet certain performance requirements contained in the contract documents, damage or loss shall be sustained by the State and the Contractor agrees to pay the State its actual damages or losses.
34. **Gratuities.** The contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah to gain a share of the contract or to benefit therefrom directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor. A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the Utah State Attorney General for whatever further action may deemed feasible and/or appropriate.
35. **Felony to Offer Emolument.** A person who is interested in any way in the performance of the contract is guilty of a felony if the person gives or offers to give any emolument, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer, or who in any official capacity participates in or is in a position to influence the procurement process, whether it is given for his own use or the use or benefit of any other person or organization.
36. **Confidentiality of Taxpayer Information.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements: a) all work shall be performed under the supervision of the Contractor or the Contractor's employees; b) any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited; c) all returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material; d) The Contractor certifies that the data processed during the performance of this Contract shall be completely purged

from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures; e) Any intermediate hard copy printout which may result during the processing of IRS data shall be given to the Commission or its designee. When this is not possible, the Contractor will be responsible for the destruction of any intermediate hard copy printouts, and shall provide the Commission or its designee with a statement containing the date of destruction, description of material destroyed, and the method used; f) no work involving information furnished under this Contract will be subcontracted without specific approval of the Commission; g) the Contractor will maintain a list of employees authorized access. Such list will be provided to the Commission and, upon request, the IRS reviewing office; h) the Commission will have the right to void the Contract if the Contractor fails to provide the safeguards described above. Criminal/Civil Sanctions: a) each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such office and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n); b) additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Additionally, in performance of this Contract, the contractor agrees to comply with IRC 6103, IRC 7213 and IRC 7431.



## CHAPTER 1.0 INTRODUCTION AND METHOD OF PROCUREMENT

### 1.1 INTRODUCTION

1.1.1 The purpose of the Request for Proposal (RFP) is to solicit competitive proposals from experienced, responsive, responsible and financially sound public or private organizations to provide The State of Utah, Utah State Tax Commission (USTC) full and complete production, mailing, and shipping services for State tax publications and forms described in this Request for Proposals (RFP). Additional publications and associated forms may be added as required to the scope of the contract. This RFP is issued under the authority of §63-56 Utah Code Annotated and the Utah Procurement Rules§R33-3-2 et al.

1.1.2 The USTC anticipates a contract award of three years with two one-year renewal options as may be exercised at the USTC discretion. In no case will the contract, including all renewals exceed five years. The USTC makes no representation of actual contract value nor makes any guarantees, implied or otherwise, of actual units of service.

#### 1.1.3 Contract Management & Project Administration

Any Contract awarded, as a result of the RFP shall be managed by the Purchasing Agent of the USTC. The USTC shall appoint a Project Manager and Contract Administrator responsible for the day-to-day activities of the contractor and ensure contract performance, adherence to the schedules, and overall contractor performance. The Purchasing Agent shall be responsible for adherence to the terms and conditions of the contract, any disputes that may arise out of performance of the contract, contract amendments, renewals, etc.

### 1.2 PROCUREMENT APPROACH

#### 1.2.1. Legal Basis

Provisions of this RFP and subsequent contract are pursuant to the authority set forth in Utah Code Annotated, Title 63, Chapter 56, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

#### 1.2.2 Procurement Methodology

The Major steps of the procurement approach are as follows:

The proposal shall be submitted in two distinct parts, technical and cost proposal, and shall be delivered at the same time. Each packet shall be separately bound and labeled as either the technical or the price proposal.

The technical proposal will be evaluated first using a pass/fail evaluation of mandatory submission requirements followed by a point-scored evaluation based on evaluation criteria outlined in Chapter 4. The price proposal will be opened and scored after all technical proposals are evaluated.

The USTC will rank the proposals based upon the combined technical and price proposal scores. Following this determination, the USTC's Purchasing Agent will immediately submit the proposal evaluation documentation to the Contract Officer for review and approval.

#### 1.2.3 Procurement Schedule

The following schedule is expected to be adhered to during the procurement period:

Issuance of RFP	June 28, 2004
Written Questions Due	July 9, 2004, 2:pm MT
Proposals Due	July 20, 2004 3:00pm MT
Anticipated Award Date	August 2, 2004

#### PROCUREMENT PROCESS

##### 1.3 Contract Administration

The State of Utah, Department of Administrative Services, Division of Purchasing will act as Issuing Office for the procurement process on behalf of the USTC, Mr. Michael Rigby, USTC Purchasing Agent is responsible for the procurement process.

##### 1.3.1 Letter of Intent

Prospective offerors are not required to submit a letter of intent to bid. However, written questions in response to this RFP will be accepted and should be addressed to:

Mr. Michael Rigby  
Purchasing Agent  
Utah State Tax Commission  
210 N.1950 W.  
Salt Lake City, Utah 84134  
FAX (801) 297-3802  
[mrigby@utah.gov](mailto:mrigby@utah.gov)

If faxed, the questions must be on the offeror's official letterhead and must be signed by an individual authorized to commit the company to the work proposed. Submission of questions is not binding on the prospective offeror to submit a proposal. Questions must be submitted no later than 2:00pm, MT, July 9, 2004 at the address, email, or fax number listed above. Late questions or improperly submitted questions may not be answered.

##### 1.3.2 Offerors' Conference

An Offerors' Conference will not be held, in lieu of a conference, offerors are strongly urged to review materials available and to submit written questions.

Written questions should be submitted to the Purchasing Agent at the business specified in Subsection 1.3.1. Responses to questions without identification of the source of the question will be sent to all offerors as soon as possible after July 9, 2004. Offerors should clearly understand that only the answers issued under the RFP Addendum are the official position of the USTC and will become part of the subsequent contract. The USTC will not accept verbal questions from offerors. Such questions and/or communications limited by any prospective offer may constitute a violation of Subsection 1.4.1 of this RFP.

##### 1.3.3 RFP Amendments

The State reserves the right to amend the RFP prior to the closing time and date for receipt of proposals. Extensions to the bid due date and time may be provided to all potential offerors if any amendment is deemed to have a significant impact on the preparation of proposals.

#### 1.3.4 Proposal Submission

Each unpriced technical offer must be submitted in an original, four hard copies, *and one electronic copy* including the transmittal letter. The electronic copy should be submitted on a 3 1/2" diskette or CD with text in Microsoft Word©. Facsimile offers will not be considered. All proposals must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114 prior to 3:00 p.m. MT, July 20, 2004.

The outside cover of the package containing the technical proposals shall be marked:

State of Utah Tax Publications Production  
Bid Number:  
Technical Proposal  
(Offeror Name)  
Bid Closing Date and Time

The outside cover of the package containing the price proposals shall be marked:

State of Utah Tax Publications Production  
Bid Number:  
Price Proposal  
(Offeror Name)  
Bid Closing Date and Time

Any amendments to the technical or price proposals shall be submitted in the same manner consistent with the instructions described in this section and clearly labeled as "Amendment to Price (or) Technical Proposal".

The name, title, mailing address, and telephone number of the offerors' authorized agent with the authority to bind the firm and answer critical questions concerning the proposal must be stated clearly in both the price and technical proposals. Unnecessarily elaborate brochures or representations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Offerors must furnish all information requested in the price and technical proposals. References to literature submitted with previous proposals or otherwise will not satisfy this provision and may cause rejection of the proposal. All proposals received by the State shall upon receipt become and remain the property of the State.

#### 1.3.5 Proposal Amendments and Rules for Withdrawal

Prior to the proposal due time and date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal, signed by the offeror's authorized agent, to the Issuing Office.

Offerors will be allowed to make amendments to their proposal prior to the bid due time and date. These amendments must be submitted in accordance with the instructions in Subsection 1.3.5. The State will not accept any amendments, revisions, or alterations to the proposals after the proposal due date.

#### 1.3.6 Acceptance of Proposals

All proposals properly submitted will be accepted by the State. After receipt of the proposals, the State

reserves the right to award a contract based upon the terms, conditions, premises, the RFP and the proposal of the selected offeror, without negotiation.

All proposals must be responsive to all requirements of the RFP in order to be considered for the contract award. Any submitted proposal shall remain a valid proposal for six months after the proposal due date.

The State also reserves the right to exclude any and all nonresponsive proposals from consideration for contract award. The State anticipates that the bid will be made to the lowest responsive and responsible bidder, as defined in Utah Code Annotated, Title 63, Chapter 56, Part D (7). The State is not required to award to the offeror submitting the lowest dollar offer.

The State reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with RFP specifications and other contract requirements if the offeror is awarded the contract. The State also reserves the right to require offerors, at their own expense, to submit written clarification of a proposal in the manner and the format that the State shall require. Discussion of a technical proposal may be conducted by the procurement officer with any bidder who submits an acceptable or potentially acceptable technical offer under the provisions of R33-3-116 (5) of the Utah Procurement Rules.

#### 1.3.7 Non-Disclosure of Proprietary Data

Offerors may request nondisclosure of trade secrets and other proprietary data identified in writing. If an offeror has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the procurement officer shall examine the request in the proposal to determine its validity prior to commencing the evaluation process. If the parties do not agree as to the disclosure of the data, the procurement officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal it will be disclosed. (ref. Utah Code Annotated §63-2-304(1)).

#### 1.3.8 Oral Presentations

No oral presentations for this procurement will be scheduled.

### 1.4 RULES OF PROCUREMENT

To facilitate the procurement, various rules have been established. They are described in the following subsections.

#### 1.4.1 Restrictions on Communications with USTC Staff.

From the issue date of this RFP until a contractor is selected and the selection is announced, offerors are prohibited from communications with USTC staff regarding this procurement except the USTC Purchasing Agent identified in Subsection 1.3.1 and the Issuing Office. For violation of this provision, the State shall reserve the right to reject the proposal.

#### 1.4.2 Cost of Preparing the Proposals

All costs incurred by the offerors during the preparation of their proposals will be borne by the offerors. The State of Utah will not reimburse the offeror for any such costs.

#### 1.4.3 No Contingent Fees

The offeror must warrant in writing in the transmittal letter that it has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract.

For breach or violation of this provision, the State shall have the right to reject the proposal or annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingencies.

#### 1.4.4 Disposition of Proposals

The proposal submitted by the successful offeror shall be incorporated into and become part of the resulting contract. All proposals received by the State shall, upon receipt, become and remain the property of the State of Utah. The State will have the right to use all concepts contained in any proposal, and this right will not affect the acceptance or rejection of the proposal. The selected proposal and supporting documentation will be made available for public inspection upon request following contract award. Proposals of offerors not selected for award will not be available for public inspection.

#### 1.4.5 Use of Subcontractors

The successful offeror will be designated as the prime contractor and responsible for all of the work to be performed under this contract. Offerors must identify proposed subcontractors in their technical proposal. At a minimum, this identification shall include the name, address, and the scope of work to be performed by such subcontractors. The estimated dollar amount of each subcontract must be listed in the price proposal, not the technical proposal. Any subcontractor not listed at the time of proposal submission shall require the prior written approval of the USTC.

#### 1.4.6 Independent Price Determination

The offeror shall certify in writing in the transmittal letter that the bid was arrived at independently without collusion, consultation, communication, or agreement as to any matter concerning pricing with any other offeror. In addition, the offeror is prohibited from participating in multiple proposals in response to this RFP.

The offeror must include a statement in the transmittal letter certifying that the price was arrived at without any collusion or conflict of interest, as described above. Should any conflict of interest be detected at any time during the contract, the contract shall be declared null and void, and the contractor shall assume all costs of this project until such time that a new contractor is selected.

#### 1.4.7 Insurance

Awarding of a contract will be contingent upon the offeror complying with Utah's statutes regarding Workers' Compensation Insurance and submission of written proof of that compliance may be required. The selected contractor may also need to provide evidence of comprehensive liability coverage for its employees and of insurance to protect the State against claims by the contractor's personnel.

## CHAPTER 2.0

### PRINTED MATERIALS REQUIREMENTS AND DISTRIBUTION DESCRIPTION

#### 2.1 REQUIREMENTS

#### 2.1.1 General

The inside of each type of book will consist of pages of instructions. There will be five separate publications produced by the contractor: Income Tax books (TC-40), Corporate Return books (TC-20), S-Corporation Return books (TC-20S), Withholding Tax Guide books (Pub-14), and the Fiduciary Income Tax books (TC-41). Each book (except Pub 14) will contain associated returns. The income tax books (TC-40) also include a return envelope.

Books will be both mailed to taxpayers by the contractor and also shipped by the contractor to the USTC for warehouse inventory.

#### 2.2 INCOME TAX BOOKS (TC-40)

##### 2.2.1 General Description

The finished product will be a 8 1/2" x 11" (folded) saddle stitched (stapled) booklet with a multi-color front cover and mailing information on the back cover. The inside of the booklet will consist of multicolor pages of instructions. Inserted in the center of the booklet will be, two multi-color income tax returns, two multi-color income tax schedules (combined TC-40A, TC-40B and TC-40C) and a return envelope with a blue interior.

A quantity of booklets will be personalized with taxpayer mailing information printed on the back outside cover. The contractor will inkjet the name and address of the taxpayer(s). The contractor will arrange for the mailing of these booklets from their location.

##### 2.2.2 Book Specifications

###### 2.2.2.1 Cover

The cover finished size is 8 1/2 x 11" (folded) printed multi-color on a 50# white offset stock.

###### 2.2.2.2 Instructions

There are currently 16 pages of instructions inside the booklet printed multi-color using 30# newsprint. The income tax instruction page count may increase or decrease from year to year, based on the need to expand or delete instructional material.

###### 2.2.2.3 Income Tax Return Insert

Each book will include two multi-color returns printed 2 sided on 50# white offset stock. Both returns will be size 17" x 11" and folded to 8 1/2" x 11" and bound to the center of the booklet and perforated on fold.

###### 2.2.2.4 Income Tax Schedules

Each book will include two income tax schedules (combined TC-40A, TC-40B and TC-40C) printed multi-color on 50# white offset stock printed 2 sided. Both schedules will be size 17" x 11" and folded to 8 1/2" x 11" and bound to the center of the booklet and perforated on fold.

###### 2.2.2.5 Artwork

The artwork will be provided by the USTC. Even with the art work provided, there will be some production preparation work, such as preparing blueslines prior to printing, and matching ink colors.

#### 2.2.2.6 Quantities

Estimated booklets for mailing - 450,000  
Estimated booklets for warehouse distribution - 450,000

*Quantities for booklets may vary from year to year (+/-) as other mediums are introduced for filing income tax returns*

#### 2.2.3 Envelopes

##### 2.2.3.1 Envelopes Included in Books

All income tax booklets will include a return envelope printed one-sided on standard white envelope stock and inserted into the middle of the income tax booklet with the forms. The envelope size will be 9 1/2" x 4 1/2". The inside of the envelope will be printed with a light blue color so processing personnel can see when items are left in the envelope. The front side of the envelope will be printed in two colors. One color will be black and the other will be a non-readable blue ink. The printed information will include the USTC's return address, zip-plus 4 bar code, FIN, first class postage stamp box, return address lines, a statement in blue ink that reads, "If you have a REFUND, fill in this box with Black ink only," an arrow pointing to the fill in box, and a box printed in non-readable blue ink, with a black bar code in the center.

##### 2.2.3.2 Separate Return Envelopes

Using the same specifications for the envelope inserted in the booklet, the contractor will produce additional envelopes that will not be put in the booklet, but will be sent to the USTC's Warehouse for distribution

##### 2.2.3.3 Quantities

Estimated quantity of envelopes for warehouse distribution - 100,000  
*Quantities for envelopes may vary (or may not be printed) from year to year (+/-) as other mediums are introduced for filing income tax returns and based on usage of current inventory.*

##### 2.2.3.4 External Cover Mailing Address

The content of the mailing address that will be ink-jetted on the back outside cover for mailing, will include, the name of taxpayer(s) and address, using a 12 point Helvetica (or approved equivalent) font 10 LPI and 10 CPI, all bold and uppercase. We currently do not mail to foreign addresses.

#### EXAMPLE OF OUTSIDE MAILING ADDRESS

**TAXPAYER, HARRY R**  
**TAXPAYER, JEAN B**  
**5612 S TAXPAYERS RD, APT 2**  
**TAX CITY, UT 84000-0000**

**NOTE:** The USTC will provide the taxpayer record information either by a 9 track tape (EBCDIC character set) or by E-mail (ASCII character set) or in other formats agreeable to the USTC. A record format layout will be provided to the contractor.

If possible, the USTC, will produce pre-formatted taxpayer records to minimizes programming by the contractor for printing the taxpayer mailing information on the back cover.

#### 2.2.4 Mailing and Shipping

The contractor will need to have the capacity to finish and place in the mail at least 100,000 booklets per day during the mailing schedule in the last week of December and first week of January

##### 2.2.4.1 Mailing

###### 2.2.4.1.1 Postal Accounts

The contractor will make arrangements with their local U.S. Postal Service Office to create whatever postal accounts required for mailing the income tax booklets. The USTC will either provide the check to open the postal account or the contractor can bill the USTC for that cost if contractor pays to open the account.

###### 2.2.4.1.2 Mailing Costs

The books will be printed with the required third class mailing information. The books will be sorted and mailed for optimum cost efficiency as carrier routes and as required by the US Post Service Office. No mailing will occur until a final authorization by the USTC is provided to the contractor. The contractor will provide copies of all Postage statements related to the mailing showing the number of pieces shipped and the cost of mailing.

The contractor will work with their postal representative to determine what the postal cost will be or mailing the booklets. The USTC will provide a check for the cost of mailing the income tax booklets or other arrangements may be made with the USTC purchasing section to ensure the funds are available for mailing the booklets.

##### 2.2.4.2 Shipping

The Contractor will package materials to be shipped to the USTC warehouse as follows:

###### 2.2.4.2.1 Books

The books will be packaged with 250 book per box. Boxes will be labeled with the following: the year of the return, Utah Income Tax Booklets TC-40, QTY: 250 per box, Utah State Tax Commission. *Once the mailing of the income tax booklets are complete, the contractor will package the remaining booklets according to the contract and ship them to the USTC warehouse.*

###### 2.2.4.2.3 Envelopes

Income tax envelopes for warehouse will have 2,500 per box.

###### 2.2.4.2.4 Shipping

The contractor will make arrangements for direct shipping all tax materials printed to the USTC, using the most cost efficient means. The shipping company must notify the USTC 48 hours prior to shipping. USTC warehouse contact personnel will be provided to the contractor.

#### 2.3 WITHHOLDING TAX GUIDE BOOK (PUB. 14)

##### 2.3.1 General Description and Specifications

The Withholding Tax Guide book is a 32 page 11"x17" size, folded in half to a



completed book size of 8 2" x 11" , 1/1 black only, 30# newsprint, saddle stitched (stapled). There is some screening. This book may not be printed every year.

2.3.2 Returns

There are no returns contained in the Withholding Tax Guide Book.

2.3.3 Quantities

Estimated quantity for mailing – To be determined

Estimated quantity for warehouse – To be determined

2.3.4 Envelopes

There are no envelope requirements for the Withholding Tax Guide book.

2.3.5 Labels

There are no label requirements for the Withholding Tax Guide book.

2.3.5.1 Mailing Address

The USTC will provide the taxpayer record information either by a 9 track tape (EBCDIC character set) or by E-mail (ASCII character set) or in other formats agreeable to the USTC. A record format layout will be provided to the contractor.

2.3.6 Mailing and Shipping

2.3.6.1 Mailing

2.3.6.1.1 Postal Accounts

The contractor will make arrangements with their local U.S. Postal Service Office to create whatever postal accounts required for mailing the Withholding Tax Guide books. The USTC will either provide the check to open the postal account or the contractor can bill the USTC for that cost if contractor pays to open the account.

2.3.6.1.2 Mailing Costs

The books will be printed with the required third class mailing information. The books will be sorted and mailed for optimum cost efficiency as carrier routes and as required by the US Post Service Office. No mailing will occur until a final authorization by the USTC is provided to the contractor. The contractor will provide copies of all Postage statements related to the mailing showing the number of pieces shipped and the cost of mailing.

The contractor will work with their postal representative to determine what the postal cost will be or mailing the books. The USTC will provide a check for the cost of mailing the Withholding Tax Guide books or other arrangements may be made with the USTC purchasing section to ensure the funds are available for mailing the booklets.

2.3.6.2 Shipping

The Contractor will package materials to be shipped to the USTC warehouse as follows:

The books will be packaged with 250 books per box. Boxes will be labeled with the following: Utah Withholding Tax Guide Booklets, Pub. 14, QTY: 250 per box.

The contractor will make arrangements for direct shipping all tax materials printed to the USTC, using the

most cost efficient means. The shipping company must notify the USTC 48 hours prior to shipping. USTC warehouse contact personnel will be provided to the contractor.

## 2.4 POSTCARD MAILER

### 2.4.1 General Description

The finished product will be a 8 ½” x 5 ½” White, 75# (or minimum USPS paper weight) or greater, One-color ink (black), meeting USPS standards for both artwork and overprinted variables. Each postcard will contain printing on both the address (front) and the back side.

#### 2.4.1.1 Mailing Address

In addition to artwork provided by the USTC , the Contractor will print variable information (name, address, postnet barcode, etc.) on the front side of each mail piece. This printing must conform strictly to USPS standards for presorted mail.

#### 2.4.1.2 Quantities and Categories

The contractor will print four categories of postcards.

Income TaxExpress (TC-40EF)  
Estimated mailing quantity – 300,000

Income Electronic File (TC-40EF)  
Estimated mailing quantity – 400,000

Fiduciary (TC-41EF)  
Estimated mailing quantity – 13,000

Corporate (TC-20EF)  
Estimated mailing quantity – 60,000

## 2.5 BOOKLET PRODUCTION SHORT ORDER

The contractor must be flexible in their production schedule to permit a quick turn-around time on a short order. The Contractor must provide a statement in their Transmittal Letter (ref. 3.1 of this RFP) that they will accommodate a turnaround time of not more than sixty (60) days to produce the requested booklet.

## 2.6 DAMAGES

If, for any reason within the scope of the Contractor’s control, the Contractor is unable to follow the schedule for the production, printing, mailing and shipping the tax materials respectively on the date specified in the schedule and a contract modification or change order delaying this date has not been approved, then the Contractor shall be assessed a damage of \$100.00 per day for each USTC work day beginning the day following the scheduled date until the terms of the schedule are satisfied.

Any error or occurrence caused by the Contractor, which causes the USTC to unpackage, repackage, and/or re-label any of the boxes will be assessed at a rate of \$25.00 per box.



## CHAPTER 3.0 PROPOSAL REQUIREMENTS

### 3.1 TRANSMITTAL LETTER

The transmittal letter shall be submitted on the offeror's official business letterhead. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively as a response to this RFP. The transmittal letter must be signed by an individual authorized to commit the company to the scope of work proposed. In addition, the transmittal letter must include:

Identification of the offeror's corporation or other legal entity and all subcontractors, including the percentage of work (as measured by percentage of total price) to be performed by the prime contractor;

If any subcontractors are used, a statement of responsibility for performance of the tasks assigned to a subcontractor, an outline of those tasks, and a statement of agreement to the requirements of this RFP;

Certification that the Contractor's offer will be firm and binding without any reference to the price submitted for six months from the due date for receipt of proposals, as referenced in Chapter 1, Subsection 1.3.8;

Clarification that no contingent fees have been paid for purposes of securing this contract, as referenced in Chapter 1, Subsection 1.4.3;

Clarification of independent price determination as referenced in Chapter 1, Subsection 1.4.6 of this RFP;

A statement that no cost or pricing information has been included in the technical proposal;

A statement that the offeror possesses a Heat-Set Web Press with a minimum of 5-color capability;

A statement that the offeror has Ink-Jet Mailing In-line;

A statement committing the offeror to flexibility in accommodating a sixty-day turnaround time for short orders as required by Subsection 2.5 of this RFP;

A statement acknowledging and agreeing to all of the rights of the USTC and the State of Utah contained in the provisions of this RFP, including procurement rules, terms and conditions, and all other rights and terms specified in this RFP. Any exceptions to the State's Standard Terms and Conditions and/or the USTC's Standard Terms and Conditions must be clearly identified in the Executive Summary. Offeror's should note that any exceptions to the State's Standard Terms and Conditions, identified herein as Attachment A, may result in the offeror's proposal being determined to be non-response and subsequently rejected without further consideration;

All proposals submitted by corporations must contain a certification by the secretary or other appropriate official, other than the signer of the proposal, that the official signing the proposal has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal.

### 3.2 TECHNICAL PROPOSAL ORGANIZATION

The organization of an offeror's proposal must follow the order presented in this Section; use headings and RFP Section and Subsection numbers when responding to specific items. In order to ensure consideration of unambiguous references to requirements for proposal contents all items should be cross-referenced.

### 3.3 TECHNICAL PROPOSAL CONTENTS

#### 3.3.1 Approach to Contract Performance

This section of the Technical Proposal shall describe the offeror's approach to contract responsibilities for each of the publications and envelopes in the Statement of Work. A detailed work plan for the contract start-up phase is required. This work plan should be augmented by task schedules. The approach to contract performance shall also include a discussion of how the offeror will comply with the requirements and general performance standards and expectations contained in Section 3. Included in this discussion must be a detailed description of the offeror's production capabilities for the anticipated volumes.

The offeror's proposed approach to contract management during the term of the contract should also be provided.

Physical location for all contract functions should be identified in this section. Specific required items within these three areas are listed in the following paragraphs.

##### General Performance Requirements

This subsection of the Approach to Contract Performance Section shall describe the offeror's approach to the general production standards identified in Section 3.

##### Contractor Responsibilities

The material submitted in this section shall address:

The offeror's approach to contract start-up tasks;

The offeror's schedules and time frames;

The offeror's approach to completing the printing responsibilities described in Section 3 of this RFP;

##### Approach to Contract Management

Identification of points of contact and designation of a contract manager;

Proposed method of communications between the contractor and USTC.

Internal quality control procedures for production.

##### Production Capabilities

The information contained in this subsection shall include a discussion of the offeror's capabilities and time lines to respond to the USTC's possible requests for increased quantities, emergency orders, rush orders, etc..

The offeror should also include an up to date production equipment list. Any other equipment-related information that may be helpful to the Agency in determining the capabilities of the offeror to ensure low-risk production.

### 3.3.2 Corporate Experience

The Corporate Experience section of the technical proposal shall include specific previous experience and general corporate information. Financial statements are required to demonstrate fiscal solvency for the initial start-up requirements, if any, prior to start of contractor reimbursement. Minimum information required under each of these major headings is described in the following paragraphs.

#### Previous Experience

A history of the offeror's previous experience with newsprint publications, tax book production, envelope production, or any other similar products of any other governmental agency and any experience in providing for time-sensitive mass-mailings must be included. Indicate all previous experience with government agencies, programs, or systems. In each case, list the client's name, type of program, type of contract (including types of services provided), and inclusive dates of the contract. In addition, for projects within the last five years, provide the name, address, and current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the offeror's performance and who may be contacted by the USTC during the evaluation process.

#### Project Descriptions

A project description of each of the references listed above shall be included. It shall include the scope of work on the project, indicating personnel requirements and the deliverables, where applicable. The project descriptions shall provide a detailed description of the work performed, the time period of the project, and contract costs.

#### Corporate Information

Corporate information must include:

Date established;

Ownership (public company, subsidiary, partnership, etc.);

Number of employees;

Computer resources and printing resources and extent that they are dedicated to other contracts.

#### Financial Statements

Financial statements for the most recent two years must include:

Balance sheets;

Statements of income/revenues;

Statements of changes in financial position;

Auditors' reports;

Annual reports if the organization issues them (last two issued).

3.3.3 Samples

Offerors are required to submit, included in their proposal, samples of similar printed products with like features. The offeror should submit samples of previously printed products that demonstrate the quality of the offeror's products as related to the specifications found in Section 3 of this RFP.

3.3.4 Price Proposal Format

The Price Proposal shall contain the following pricing schedules:

Pricing Schedule A - Total Price Bid;

Pricing Schedules B-1 through B-6

The Total Price Bid, Pricing Schedule A, shall present a summary of all amounts bid for performance of all activities included in the scope of work contained in this RFP.

3.3.5 Contractor Reimbursement

All contractor reimbursement paid under this contract shall be on the basis of the successful performance of the contract and adherence to all stated requirements.

The USTC reserves the right to request offeror's submitting responses to this RFP provide detailed breakdowns of costs associated with the proposed contract price, including, margin, personnel hourly rates, travel expenses, etc.

## CHAPTER 4.0 PROPOSAL EVALUATION

### 4.1 OVERVIEW

The USTC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort.

The evaluation will be conducted in four phases:

- Phase I - Evaluation of Mandatory Technical Requirements;
- Phase II - Evaluation of Technical Proposals;
- Phase III- Evaluation of Price Proposals;
- Phase IV - Ranking and Selection.

These phases are described in the sections following the discussion of the proposed evaluation organization.

### 4.2 EVALUATION ORGANIZATION

An Evaluation Committee will be established by the State of Utah to select the bidder to be awarded the contract.

The Evaluation Committee will be responsible for reviewing and scoring the bids received in response to this ITB. No bid shall be scored against criteria not generally presented herein.

State officials and other parties, who are not members of either the Evaluation Committee described above, having a legitimate interest may review all bids submitted and provide technical or managerial advice to the Evaluation Committee.

### 4.3 PHASE I - EVALUATION OF MANDATORY TECHNICAL REQUIREMENTS

The purpose of this phase is to determine if each technical proposal is sufficiently responsive to the RFP to permit a complete evaluation of it.

Proposals will be evaluated to determine if they comply with the instructions to offerors listed in Chapters 1 and 3 of this RFP. Failure to comply with the instructions will deem a proposal nonresponsive, except that the USTC reserves the right to waive minor irregularities and request compliance from the offeror. Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the USTC. The USTC reserves the right to reject any and all proposals.

### 4.4 PHASE II - EVALUATION OF TECHNICAL PROPOSALS

Only those proposals passing the mandatory technical requirements will be considered in Phase II.



#### 4.4.1 Technical Proposal Categories and Points

The evaluation of Technical Proposals will involve point scoring of each proposal in each of three areas according to pre-established criteria. A maximum of seventy (70) points will be available for each Technical Proposal. The areas and their maximum points available are as follows:

Approach to Contract Performance	25
Corporate Experience/Reference Checks	25
Quality of Samples	20

Pass/Fail questions related to the Executive Summary may also be used for evaluation purposes.

Detailed evaluation criteria have been developed to cover each of these areas. Offerors should note that the entire evaluation will place considerable emphasis on production capabilities, mailing abilities, adherence to schedules, equipment being used for production, demonstrated experience, and past performance.

The USTC may choose to use minimum threshold levels to establish which proposals are technically responsive. If thresholds are used, they will be a two stage process, and each threshold must be achieved to proceed with the price proposal evaluation. The thresholds would be:

Minimum of seventy-five percent (75%) for each of the three areas which are point-scored;

Minimum of fifty-three (53) total points scored.

The following paragraphs describe in general terms the factors covered by the detailed criteria.

##### Approach to Contract Performance

The evaluation of the proposal requirements and performance standards will focus on the adequacy of the offeror's proposed approach to all the responsibilities identified in this RFP. It will also assess the extent of planning for successful completion of production, printing, and mailing tasks.

The proposed approach for meeting performance requirements will be considered in terms of completeness, acceptability, and compliance with RFP standards. The adequacy of the proposed approach to contract management will be assessed as well as the offerors previous performance on other similar projects.

##### Corporate Experience/Reference Checks

The evaluation of the corporate experience will focus on the combinations of corporate qualifications and the quality of past experience. The detailed evaluation criteria will cover the following:

Corporate resources of the organization, including personnel, methodologies, and financial stability;

Relevance and quality of experience in areas such as:

Printing;

Computer-generated mailings;

Governmental experience.

The USTC will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the experience. The USTC reserves the right to pursue any or all references; either submitted or USTC-researched, to assist in completing this component of the Technical Proposal evaluation.

#### Quality of Samples

Offerors are required to submit a sufficient quantity of samples that meet or exceed the requirements stated in this RFP to enable the Evaluation Committee to ascertain the abilities and quality standards of the offeror. The offeror-submitted samples will be evaluated on areas such as printing quality, printing requirements contained in this RFP, paper quality, etc.

#### 4.4.2 Assigning Point Values to Technical Proposals

Scoring of the major areas in each Technical Proposal shall be done using pre-established criteria and predefined scoring values. Each criterion within an area will be independently scored by evaluators. Points for all criteria in an offeror's proposal will then be tallied. These tallied scores will then be compared to threshold minimums if thresholds are used.

#### 4.5 PHASE III - EVALUATION OF PRICE PROPOSALS

If thresholds are used by the USTC, only those Technical Proposals passing both criteria will be considered for Phase III evaluation. For each Technical Proposal considered in Phase III, the corresponding Price Proposal will be evaluated to determine its compliance with the instructions to offerors listed in this RFP. The Price Proposals will be examined to determine if they are consistent with each other. If a variance in prices between summary Schedule A and the detailed schedules is found, the detailed pricing schedules shall prevail. Any Price Proposal that is incomplete or in which there are significant inconsistencies, unreasonable variances among the detailed schedules, or inaccuracies may be rejected by the USTC. No deviations, qualifications, or counter offers will be accepted. The USTC reserves the right to reject all proposals.

The Total Fixed Price on Pricing Schedule A will be used for purposes of evaluation and point award. Thirty (30) points will be awarded to the lowest acceptable price presented in the price proposal.

#### 4.6 PHASE IV - RANKING AND SELECTION OF PROPOSALS

After the price proposals have been scored, the points awarded to the price proposals will be added to the points awarded to the respective technical proposals to determine the final ranking. The highest possible score is one hundred (100) points.

Contract award is contingent upon Department of Administration, Division of Purchasing approval. Every effort will be made by the USTC, both before and after selection, to facilitate rapid approval.

## ATTACHMENT B

### UTAH STATE TAX COMMISSION CONTRACT STANDARD TERMS AND CONDITIONS

In addition to the State of Utah “Standard Terms and Conditions” (Attachment A) offerors must, by submission of a proposal, agree to the specific terms and conditions of the Utah State Tax Commission to be considered for any contract award. The terms and conditions contained herein shall be made apart thereof any contract awarded on behalf of the Utah State Tax Commission.

1. **Contract Composition.** The composition of the contract resultant from any competitive procurement process, and others as may be determined, shall include: a) the contract and any amendments to the contract; b) the Request for Proposals (RFP), inclusive of all addenda, attachments, and exhibits, or other applicable procurement documents; c) the awarded contractor’s proposal or bid; d) all requirements of Utah Code Annotated, the Utah procurement Rules, and the State Purchasing Policies and Procedure guidelines.
2. **Contract Interpretation.** Notwithstanding the provisions of section 18 of these terms and conditions, the order presented in section 1 above shall govern in cases of dispute. In the event of any conflict in the language among any components of the contract, the RFP shall govern. The Utah State Tax Commission reserves the right to clarify any contractual relationship in writing and such clarifications will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of the Utah State Tax Commission.
3. **Entire Agreement.** The contract in the incorporated composite form represents the entire agreement between the contractor and the Utah State Tax Commission, and it supercedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.
4. **Contract Term.** The contract shall begin on the date it is signed by the duly authorized representative of the Utah State Tax Commission and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The base contract shall be for a period of no more than three years with two one-year renewal options as may be exercised at the discretion of the Utah State Tax Commission.
5. **Change Orders and Modifications.** The Utah State Tax Commission Contract Officer may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Utah State Tax Commission and the contractor shall be made in the contract price or delivery schedule or both. Any claim by the contractor for equitable adjustment under this provision must be asserted in writing to the Utah State Tax Commission within fifteen calendar days from the date of receipt by the contractor of the notification. Failure to agree to any adjustment shall be considered a dispute within the meaning of the disputes provision of the contract. Nothing contained herein this clause shall in any manner excuse the contractor from proceeding diligently with the contract as changed or modified.
6. **Notice of Change.** In the event, at any time during the course of this contract, the Contractor recognizes the need or becomes aware of the need to modify the conditions of this contract, either in scope or cost, the Contractor shall immediately notify the Contract Officer of such need and provide written documentation supporting the need and such documentation shall be in sufficient detail for the Contractor Officer to determine the validity and merit of a change to the contract.
7. **Contract Administration.** The Contractor recognizes that the only individual(s) authorized to bind the Utah State Tax Commission to any modification in the scope of work, schedules, increased costs, or other modifications to the contract are the Executive Director, the Contract Officer, and the Purchasing Agents. The Utah State Tax Commission shall not be obligated to the Contractor for any costs incurred by the Contractor for modifications to the contract without the prior written approval of the authorized Utah State Tax Commission staff.
8. **Right to Suspend.** If at any time during the contract, the Contract Officer of the Utah State Tax Commission determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the contractor with a written notice to that effect. The contract, shall immediately upon receipt of such notice, cease all work covered under the contract as directed in the notice for the period of time specified in the notice.
9. **Ownership of Information.** The Utah State Tax Commission shall own and retain unlimited rights to use, disclose, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented, stored, or furnished by the contractor under the contract. The contractor expressly agrees not to use data furnished by the Utah State Tax Commission for independent projects without the prior written permission from the State. In all cases, the provision of Section 35 of these Terms and Conditions shall apply.
10. **Inspection Prior to and During Production/Performance.** The State of Utah, Utah State Tax Commission, Department of Administrative Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the contractor’s premises or such other places where responsibilities under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The contractor and all subcontractors must provide reasonable access to all facilities, production equipment, all records relating to the contract, and assistance to the State representatives.
11. **Warranty of Products/Services.** Notwithstanding prior acceptance by the Utah State Tax Commission of a contractor deliverable, the contractor shall expressly warrant that all delivered products, documentation, and services are compliant with the terms of this agreement. The contractor must correct all errors and design deficiencies and replace incorrect or defective documentation. Such corrections and/or replacements must occur within the time frame specified in the notice from the Utah State Tax Commission to the contractor of such deficiencies or within such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Utah State Tax Commission and the contractor. If the contractor fails to repair an identified error, deficiency, or defect within such period,

- the Utah State Tax Commission may, at its sole discretion, act to repair, and the contractor expressly agrees to reimburse the Utah State Tax Commission for all costs incurred thereby. Nothing in this provision implies any relief from the imposition of damages for associated deficiencies by the Utah State Tax Commission on the contractor during the life of the contract and for any warranty period.
12. **Subcontracts.** Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the contractor wherein the contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontractors shall require the prior written approval of the Utah State Tax Commission.
  13. **Assignment.** The contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract to change in ownership.
  14. **Performance Bond.** A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of \$50,000.00 conditioned upon the prompt, proper, and efficient performance of the contract may be required at the time of contract execution.
  15. **Financial Accounting.** The contractor shall be charged with presumptive knowledge of the policies and requirements set forth in State of Utah Administrative Rule §R33-3-8 concerning cost or pricing data and analysis including and specifically §R33-3-808.
  16. **Conformance with State Regulations.** The contractor shall be required to conform to all State laws, rules, and policies as they exist or as may be amended from time to time. In the event that the contractor may request the Utah State Tax Commission to issue policy determinations or operating guidelines required for proper performance of the contract, the Utah State Tax Commission shall do so in a timely manner, and the contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.
  17. **Waiver.** No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.
  18. **Disputes.** Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Utah State Tax Commission Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Contract Officer shall be final and conclusive unless within five working days from the date of receipt of such copy the contractor mails or otherwise furnishes to the State of Utah, Chief Procurement Officer, a written appeal addressed to the Office of the Chief Procurement Officer, Division of Purchasing, Department of Administrative Services, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114. The appeals process and remedies shall be governed in accordance with Utah Code Annotated §63-56-46 - 63-56-64. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision.
  19. **Jurisdiction.** The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Utah State Tax Commission is a party, arising out of or on account of the contract or the relationship of the parties must be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontracts of the contractor relating to the work performed under this contract must contain this or a similar provision.
  20. **Contract Administration.** The contract shall be administered for the State by the Utah State Tax Commission. The Executive Director or his designee shall be the final authority to act for the Utah State Tax Commission under the contract, including resolution of contractual matters. Any direction by the Executive Director or designee shall be binding on the contractor. Whenever the Utah State Tax Commission is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the Executive Director or designee. The Executive Director or designee shall approve all amendments and changes and all invoices for payment to the contractor, sign all notices regarding performance and potential damages issued throughout the life of the contract, and sign all other documents requiring formal approval by the Utah State Tax Commission. For purposes of this contract, the Contract Officer shall act as the designee.
  21. **Notices.** Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery if delivered by hand or three days after posting if sent by registered or certified-mail, return receipt requested. Notices to the Utah State Tax Commission shall be addressed as follows: Mr. Paul F. Mash, Contract Officer, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.
  22. **Award of Related Contracts.** The Utah State Tax Commission may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The contractor shall be bound and obligated to cooperate fully with such other contractors and the Utah State Tax Commission in all cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
  23. **Patent or Copyright Infringement.** The contractor, at its expense, will defend any claim or suit which may be brought against the State of Utah or the Utah State Tax Commission for the infringement of United States patents or copyrights arising from the contractor's use of the Utah State Tax Commission's use of any equipment, materials, software, products, or information prepared or developed in connection with the performance of the contract in any suit, will satisfy any final judgement for such infringement whether it is resolved by settlement or judgement. If principles of governmental or public law are involved, the State of Utah and/or the Utah State Tax Commission may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractors with the contractor's written consent. If, in the contractor's opinion, the equipment, materials, or information mentioned in the preceding paragraphs

are likely to or become the subject of a claim of infringement, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Utah State Tax Commission's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Utah State Tax Commission to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Utah State Tax Commission must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The contractor shall, in any such suit, satisfy any damages for infringement assessed against the State of Utah, the Utah State Tax Commission, its divisions, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgement.

24. **Federal, State, and Local Taxes.** In addition to the provision of section 13 of the State of Utah Standard Terms and Conditions the contractor shall be responsible to pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Utah State Tax Commission makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the contractor.
25. **Publicity.** Any publicity given to the Utah State Tax Commission and/or the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the contractor shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission.
26. **Termination of the Contract for Default.** The contract may be terminated by the Utah State Tax Commission subject to the provisions of the contract for contractor default, convenience of the State of Utah, unavailability of funds, and contractor financial instability. A. Termination for Default - The State may terminate this contract in whole, or in part, whenever the Utah State Tax Commission determines that the contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Contract Officer, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as A Termination for Default. Upon determination by the Utah State Tax Commission that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contract Officer shall notify the contractor of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the Contract Officer will notify the contractor that the contract in full or in part has been terminated for default. If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly. In the event of termination for default, in full or in part as provided by this clause, the Utah State Tax Commission may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred by the Utah State Tax Commission in procuring such similar services. Payment for such costs may be assessed against the contractor's performance bond. In the event of termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the State. Payments for completed deliverables, delivered to and approved by the Utah State Tax Commission shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Utah State Tax Commission shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
27. **Termination of the Contract for Convenience.** The State may terminate performance of work under the contract in whole or in part whenever for any reason the Utah State Tax Commission shall determine that such termination is in the best interest of the State of Utah. In the event that the Utah State Tax Commission elects to terminate the contract pursuant to this provision, the Contract Officer shall notify the contractor of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the contractor shall comply with all specified provisions of the termination notice. Upon receipt of notice of termination for convenience, the contractor shall be paid the following: a) at the contract price(s) for completed deliverables delivered to and accepted by the Utah State Tax Commission for which they have not previously been paid, taking into consideration any assessed damages; b) at a reasonable price negotiated between the contractor and the Utah State Tax Commission for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.
28. **Termination of the Contract for Unavailability of Funds.** It is understood and agreed by the parties hereto that all obligations of the Utah State Tax Commission, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Utah State Tax Commission be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Contract Officer shall notify the contractor of such reduction of funds available and the Utah State Tax Commission shall be entitled to reduce the Utah State Tax Commission's commitment hereunder or to terminate the contract as it deems necessary.
29. **Termination of the Contract for Financial Instability.** In the event that the contractor becomes financially unstable to the point of threatening the ability of the Utah State Tax Commission to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract. In the event the Utah State Tax Commission elects to terminate the contract under this provision, it shall do so by the Contract Officer sending notice of termination to the contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall

immediately so advise the Utah State Tax Commission. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

30. **Procedure on Termination.** Upon delivery by certified mail to the contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall: a) stop work under the contract on the date specified and to the extent specified in the Notice of Termination; b) place no further orders or subcontracts for materials, paper, services, or facilities; c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; d) assign to the State in the manner and to the extent directed by the Contract Officer all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right. In its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; e) complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; f) take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor, and in which the Utah State Tax Commission has or may acquire an interest. The contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
31. **Termination Claims.** After receipt of a Notice of Termination, the contractor shall submit to the Contract Officer any termination claim in the form and with the certification prescribed by the Contract Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Contract Officer within such six month period or authorized extension thereof. However, if the Contract Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six month period or any extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the Contract Officer may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon cause to be paid to the contractor the amount so determined. In no case shall the contractor's termination claims include any claim for unrealized anticipatory profits. Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the contractor and the Utah State Tax Commission may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly. In the event of the failure of the contractor and the Utah State Tax Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the Contract Officer shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall cause to be paid to the contractor the amount so determined. The contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Utah State Tax Commission.
32. **Warranty Against Brokers' Fees.** The contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure this contract. The contractor shall further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage, brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Utah State Tax Commission shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise received the full amount of such fee, commission, percentage, brokerage fee, emolument, gifts, or contingent fees.
33. **Damages.** Liquidated Damages – The purpose of liquidated damages is to ensure adherence to the performance requirements contained in the RFP and the contract. No punitive intent is inherent. It is agreed by the Contractor that, in the event of a failure to meet the performance requirements contained in the contract documents, damage shall be sustained by the State and that it will be impractical and extremely difficult to ascertain and determine actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State for such failures at the sole discretion of the State according to the conditions set forth in the Notice (ref. §20 & 21). Consequential Damages - It is agreed by the Contractor that, in the event of a failure to meet certain performance requirements contained in the contract documents, damage or loss shall be sustained by the State and the Contractor agrees to pay the State its actual damages or losses.
34. **Gratuities.** The contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah to gain a share of the contract or to benefit therefrom directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor. A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the Utah State Attorney General for whatever further action may deemed feasible and/or appropriate.
35. **Felony to Offer Emolument.** A person who is interested in any way in the performance of the contract is guilty of a felony if the person gives or offers to give any emolument, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer, or who in any official capacity participates in or is in a position to influence the procurement process, whether it is given for his own use or the use or benefit of any other person or organization.
36. **Confidentiality of Taxpayer Information.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements: a) all work shall be performed under the supervision of the Contractor or the Contractor's employees; b) any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited; c) all returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material; d) The Contractor certifies that the data processed during the performance of this Contract shall be completely purged

from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures; e) Any intermediate hard copy printout which may result during the processing of IRS data shall be given to the Commission or its designee. When this is not possible, the Contractor will be responsible for the destruction of any intermediate hard copy printouts, and shall provide the Commission or its designee with a statement containing the date of destruction, description of material destroyed, and the method used; f) no work involving information furnished under this Contract will be subcontracted without specific approval of the Commission; g) the Contractor will maintain a list of employees authorized access. Such list will be provided to the Commission and, upon request, the IRS reviewing office; h) the Commission will have the right to void the Contract if the Contractor fails to provide the safeguards described above. Criminal/Civil Sanctions: a) each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such office and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n); b) additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Additionally, in performance of this Contract, the contractor agrees to comply with IRC 6103, IRC 7213 and IRC 7431.

## ATTACHMENT C

### PRICING SCHEDULE A

#### TOTAL PRICE BID

Total Evaluated Price Bid

Price Bid for Year One \$ \_\_\_\_\_

Price Bid for Year Two \$ \_\_\_\_\_

Price Bid for Year Three \$ \_\_\_\_\_

**TOTAL EVALUATED PRICE BID** \$ \_\_\_\_\_

Price Bid for Option Year One \$ \_\_\_\_\_

Price Bid for Option Year Two \$ \_\_\_\_\_

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## ATTACHMENT C

## PRICING SCHEDULE B-1

## RETURN ENVELOPE

Price Bid for Year One \$ \_\_\_\_\_

\$ \_\_\_\_\_/M

Price Bid for Year Two \$\_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Three \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year One \$\_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year Two \$\_\_\_\_\_

\$\_\_\_\_\_/M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## ATTACHMENT C

### PRICING SCHEDULE B-2

#### BOOK COVER

Price Bid for Year One \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Two \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Three \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year One \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year Two \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## ATTACHMENT C

### PRICING SCHEDULE B-3

#### BOOK BINDING

Price Bid for Year One \$ \_\_\_\_\_  
\$ \_\_\_\_/M

Price Bid for Year Two \$ \_\_\_\_\_  
\$ \_\_\_\_/M

Price Bid for Year Three \$ \_\_\_\_\_  
\$ \_\_\_\_/M

Price Bid for Option Year One \$ \_\_\_\_\_  
\$ \_\_\_\_M

Price Bid for Option Year Two \$ \_\_\_\_\_  
\$ \_\_\_\_/M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## ATTACHMENT C

### PRICING SCHEDULE B-4

#### CUT SHEETS

Price Bid for Year One \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Two \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Three \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year One \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year Two \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## ATTACHMENT C

### PRICING SCHEDULE B-5

#### POSTCARD MAILER

Price Bid for Year One \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Two \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Year Three \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year One \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Price Bid for Option Year Two \$ \_\_\_\_\_

\$\_\_\_\_\_/M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## ATTACHMENT C

### PRICING SCHEDULE B-6

#### SHORT ORDER PRICING

<u>Item</u>	<u>Quantity</u>	<u>Pricing</u>
Return Envelope	0-50,000	\$_____/M
	50,000-100,000	\$_____/M
Book Binding	0-50,000	\$_____/M
	50,000-100,000	\$_____/M
Book Cover	0-50,000	\$_____/M
	50,000-100,000	\$_____/M
Cut-Sheets	0-50,000	\$_____/M
	50,000-100,000	\$_____/M
PostCard Mailer	0-50,000	\$_____/M
	50,000-100,000	\$_____/M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**ATTACHMENT C**

**CONTRACTOR SUBMITTED PRICING**

**ATTACHMENT C**

**PRICING SCHEDULE A**

**TOTAL PRICE BID**

Total Evaluated Price Bid

Price Bid for Year One \$ 223,356.00

Price Bid for Year Two \$ 245,706.00

Price Bid for Year Three \$ 270,301.00

**TOTAL EVALUATED PRICE BID** \$ 739,363.00

Price Bid for Option Year One \$ 297,351.00

Price Bid for Option Year Two \$ 327,087.00

Signature of Authorized Corporate Official: \_\_\_\_\_



Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

7/26/14



**ATTACHMENT C**

**PRICING SCHEDULE B-1**

**RETURN ENVELOPE**

Price Bid for Year One	\$ <u>22,554.00</u>
	\$ <u>25.06/M</u>
Price Bid for Year Two	\$ <u>24,813.00</u>
	\$ <u>27.57/M</u>
Price Bid for Year Three	\$ <u>27,297.00</u>
	\$ <u>30.33/M</u>
Price Bid for Option Year One	\$ <u>30,033.00</u>
	\$ <u>33.37/M</u>
Price Bid for Option Year Two	\$ <u>33,039.00</u>
	\$ <u>36.71/M</u>

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

7/26/14

**ATTACHMENT C**

**PRICING SCHEDULE B-2**

**BOOK COVER**

Price Bid for Year One	\$ <u>24,822.00</u>
	\$ <u>27.58/M</u>
Price Bid for Year Two	\$ <u>27,306.00</u>
	\$ <u>30.34/M</u>
Price Bid for Year Three	\$ <u>30,042.00</u>
	\$ <u>33.38/M</u>
Price Bid for Option Year One	\$ <u>33,048.00</u>
	\$ <u>36.72/M</u>
Price Bid for Option Year Two	\$ <u>36,360.00</u>
	\$ <u>40.40/M</u>

Signature of Authorized Corporate Official: 

Title: \_\_\_\_\_ Date Signed: 7/26/14

**ATTACHMENT C**

**PRICING SCHEDULE B-3**

**BOOK BINDING**

Price Bid for Year One	\$ <u>35,352.00</u>
	\$ <u>39.28/M</u>
Price Bid for Year Two	\$ <u>38,889.00</u>
	\$ <u>43.21/M</u>
Price Bid for Year Three	\$ <u>42,786.00</u>
	\$ <u>47.54/M</u>
Price Bid for Option Year One	\$ <u>47,070.00</u>
	\$ <u>52.30/M</u>
Price Bid for Option Year Two	\$ <u>51,777.00</u>
	\$ <u>57.53/M</u>

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

7/26/14

## ATTACHMENT C

### PRICING SCHEDULE

#### INSTRUCTION SHEETS & RETURN INSERT

Price Bid for Year One	\$ <u>104,076.00</u>
	\$ <u>115.64/M</u>
Price Bid for Year Two	\$ <u>114,489.00</u>
	\$ <u>127.21/M</u>
Price Bid for Year Three	\$ <u>125,946.00</u>
	\$ <u>139.94/M</u>
Price Bid for Option Year One	\$ <u>138,546.00</u>
	\$ <u>153.94/M</u>
Price Bid for Option Year Two	\$ <u>152,406.00</u>
	\$ <u>169.34/M</u>

Signature of Authorized Corporate Official: \_\_\_\_\_



Title: \_\_\_\_\_

Date Signed: 7/26/14

## ATTACHMENT C

## PRICING SCHEDULE

## CUT SHEETS

Price Bid for Year One	\$ 2,540
	\$50.80/M
Price Bid for Year Two	\$ 2,794
	\$ 55.88/M
Price Bid for Year Three	\$ 3,074
	\$ 61.48/M
Price Bid for Option Year One	\$ 3,382
	\$ 67.64M
Price Bid for Option Year Two	\$ 3,721
	\$ 74.42/M

Signature of Authorized Corporate Official:



Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

8/27/4

## ATTACHMENT C

### PRICING SCHEDULE B-5

#### POSTCARD MAILER

Price Bid for Year One	\$ <u>34,012.00</u> \$ <u>44.00</u> /M
Price Bid for Year Two	\$ <u>37,414.00</u> \$ <u>48.40</u> /M
Price Bid for Year Three	\$ <u>41,156.00</u> \$ <u>53.25</u> /M
Price Bid for Option Year One	\$ <u>45,272.00</u> \$ <u>58.57</u> /M
Price Bid for Option Year Two	\$ <u>49,800.00</u> \$ <u>64.42</u> /M

Signature of Authorized Corporate Official: \_\_\_\_\_



Title: \_\_\_\_\_

Date Signed: 7/26/14

## ATTACHMENT C

### PRICING SCHEDULE B-6

#### SHORT ORDER PRICING

<u>Item</u>	<u>Quantity</u>	<u>Pricing</u>
Return Envelope	0-50,000	\$ <u>167.00/M</u>
	50,000-100,000	\$ <u>60.00/M</u>
Book Binding	0-50,000	\$ <u>76.32/M</u>
	50,000-100,000	\$ <u>58.12/M</u>
Book Cover	0-50,000	\$ <u>425.60/M</u>
	50,000-100,000	\$ <u>107.34/M</u>
Instruction Sheets & Return Insert	0-50,000	\$ <u>551.40/M</u>
	50,000-100,000	\$ <u>210.76/M</u>
Cut-Sheets	0-50,000	\$ N/A
	50,000-100,000	\$ N/A
PostCard Mailer	0-50,000	\$ <u>101.80/M</u>
	50,000-100,000	\$ <u>48.62/M</u>

---

*Debra Kerner*  
7/26/14